

# OKC

9785  
RECORDATION NO. .... Filed 1425

OCT 20 1978 11 22 AM

INTERSTATE COMMERCE COMMISSION

FRANK TRANCHILLA  
GENERAL TRAFFIC MANAGER

No. 9-2284213

Date OCT 20 1978

Fee \$50.00

October 5, 1978

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Sir:

Enclosed for your records are three copies of a Sublease agreement between The Dolese Company and OKC Corp. for five (5) hopper cars. These rail cars are 100-ton covered hoppers with 2,929 cu. ft. capacity and are marked as follows:

USEX - 5052  
5039  
5082  
5076  
5043

This Sublease agreement is for 90 days. The rental on these cars will be \$250.00 per car per month with a 30-day recall provision for billing them monthly. The Dolese Company will receive money from the railroad for the charge per mile. The hopper cars are being delivered to Foreman, Arkansas and will be returned to Pryor, Oklahoma. Dolese will be using these cars to haul cement.

Yours truly,

  
Frank Tranchilla

FT:ns

Encl. (3)

RECEIVED  
OCT 20 11 28 AM '78  
I.C.C.  
FEE OPERATION BR.

# OKC

October 17, 1978

FRANK TRANCHILLA  
GENERAL TRAFFIC MANAGER

Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

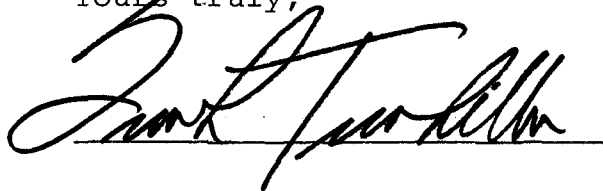
Attention: Mildred Lee - Room #1227

Dear Ms. Lee:

We are enclosing our check in the amount of \$50.00 covering the filing fee for the Sublease Agreement between OKC Corp. and the Dolese Company for five rail cars.

The copies of this sublease have already been mailed to your office.

Yours truly,

A handwritten signature in dark ink, appearing to read "Frank Tranchilla", is written over a horizontal line.

FT:ns

Encl. (1)

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

10/23/78

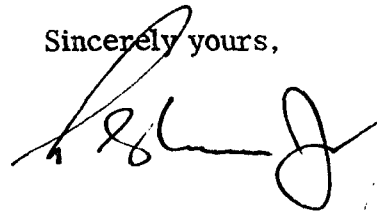
OFFICE OF THE SECRETARY

Frank Tranchilla  
OKC Corp.  
P.O.Box 34190  
4835 LBJ Freeway  
Dallas, Texas 75234

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 10/20/78 at 11:30am  
and assigned recordation number(s) 9785

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

OCT 20 1978 11 22 AM

INTERSTATE COMMERCE COMMISSION

SUBLEASE

AGREEMENT made and entered into this 20<sup>th</sup> day of July, 1978, between OKC CORP., a Delaware corporation, (hereinafter called "OKC"), and THE DOLESE COMPANY, a Delaware corporation, (hereinafter called "Sublessee");

W I T N E S S E T H :

WHEREAS, OKC leases certain railroad cars from United States Railway Equipment Co., of Texas; and

WHEREAS, "Sublessee desires to sublease said cars from OKC and OKC is willing to sublease said cars to Sublessee, written permission to sublease having been given by United States Railway Equipment Co. as set forth in the letter attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, for and in consideration of the mutual covenants and promises of the parties hereto, it is agreed as follows:

1. Sublease of Cars. OKC agrees to sublease to Sublessee and Sublessee agrees to and does hereby sublease from OKC that number of railroad cars, of the type, construction, and such other description (hereinafter referred to as the "Cars") as is set forth on Exhibit "B" attached hereto and by this reference made a part hereof. The Cars covered by this Sublease are those which shall be delivered to and accepted by Sublessee pursuant to Paragraphs 2 and 3 hereof. The Sublease shall become effective as to any Car immediately upon its acceptance pursuant to Paragraph 3 hereof.

2. Delivery of Cars. OKC shall deliver the Cars as promptly as it reasonably possible from time to time in groups of no less than one (1). OKC's obligations with respect to delivery of all or any of the Cars are hereby made expressly subject to, and OKC shall not be responsible for, failure to deliver or delays in delivering Cars due to labor difficulties, fire, delays, and defaults of carriers and material suppliers or Car manufacturers;

acts of God, governmental acts, regulations and restrictions, or any other causes, casualties, or contingencies beyond OKC's control. Initial delivery shall be f.o.b. The Dolese Company, Foreman, Arkansas. From and after acceptance of a Car, Sublessee shall be liable for, and shall pay or reimburse OKC for the payment of, all costs, charges, and expenses of any kind whatsoever on account of or relating to switching, demurrage, detention, storage, transportation, or movement of a Car, including specifically, but not exclusively, freight and switching charges for movement to and from OKC's plant at any time and for any reason, provided, however, Sublessee shall not be liable for any such charges incurred by OKC as a result of OKC's failure to deliver the Cars as promptly as reasonably possible.

3. Condition of Cars - Acceptance. Upon execution of this Agreement, Sublessee is deemed to have given approval of the condition of the cars to be subleased.

4. Use and Possession. Throughout the continuance of this Sublease, so long as Sublessee is not in default hereunder, Sublessee shall be entitled to possession of each Car from the date the Sublease becomes effective as to each Car and shall use such Car exclusively in its own service for the transportation of cement on (a) its own property or lines; or (b) upon the lines of any railroad or other person, firm, or corporation in the usual interchange of traffic; provided, however, that Sublessee agrees that the Cars shall at all times be used (i) in conformity with the rules ("Operating Rules") governing use, condition, repair, and other matters pertaining to the interchange of freight traffic, adopted, and in effect from time to time by the Association of American Railroads ("AAR") and any other organization, association, agency, or governmental authority, including the United States Department of Transportation, which may from time to time be responsible for or have authority to adopt Operating Rules; (ii) in compliance with the terms and provisions of this Sublease; (iii) in a careful and prudent manner, solely for the purpose, in the

service, and in the manner for which they were designed; and  
(iv) only within the continental limits of the United States  
of America or in Canada.

5. Term - Average Date. This Sublease shall be for a  
term (hereinafter referred to as the "original term") which shall  
commence on the date of delivery by OKC of the first Car, as  
provided in Paragraph 2 hereof, and shall terminate ninety (90)  
days from the Date of Delivery unless sooner terminated in  
accordance with the provisions of this Sublease. OKC Corp. may  
recall all or any portion of the Cars leased hereunder upon thirty  
(30) days' notice to Sublessee and Sublessee will deliver said  
Cars to OKC in compliance with Paragraph 17 hereof.

6. Rental.

(a) Per Car. During the original term of this Sublease,  
Sublessee shall pay to OKC for each Car, commencing on the date of  
delivery thereof, a rental of TWO HUNDRED FIFTY AND NO/100 DOLLARS  
(\$250.00) per Car per month.

(b) Mileage Credits. Any mileage payments paid or  
allowed by railroads on the Cars shall be the property of Sublessee.  
Sublessee shall so use the Cars that their mileage under load  
shall be equal to their mileage empty upon each railroad (not  
having a published exemption therefor in its tariff) over which  
the cars shall move, including movement to place of delivery to  
Sublessee hereunder and movement to OKC upon termination or  
expiration of this Sublease. Upon notice from any railroad,  
whether received prior to or after termination of this Sublease,  
Sublessee shall pay OKC as additional Rental for all excess  
empty mileage incurred on Cars at the rate established by the  
applicable railroad tariff.

7. Payment. Sublessee shall make payment of all sums  
due hereunder to OKC in Dallas funds at the address provided in  
Paragraph 21 hereof, or such other place as OKC may direct. Rental  
payments shall be made on or before the 15th day of each month

succeeding the month for which such rental has accrued.

8. Title. Sublessee shall not by reason of this Sublease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Sublessee.

9. Repairs.

(a) OKC. Except as otherwise provided in this Paragraph (a) and (b), OKC shall be responsible for all repairs, maintenance, modifications, additions, or replacements required to keep and maintain the Cars in good working order and repair (hereinafter referred to as "Repair Work") in accordance with the requirements of all Operating Rules which are in effect as at the date hereof or which have been adopted and promulgated as at the date hereof to take effect at a future date. Sublessee shall promptly notify OKC of any required Repair Work of which it has knowledge. OKC shall have no responsibility hereunder until informed of the need for Repair Work and in no event before the effective date of any presently adopted Operating Rule. OKC may require Sublessee to return Cars for preventive Repair Work and may withdraw from this Sublease and terminate this Sublease (subject to substitution at OKC's option as provided in Paragraph 10) with respect to any Car or Cars ("withdrawn Cars") with respect to which it deems any Repair Work to be unsuitable or uneconomical.

(b) Sublessee. Sublessee shall make or cause to be made at its sole cost and expense all Repair Work required by reason of (i) damage or other condition caused by negligence of Sublessee or anyone other than a railroad or other party required to make payment therefor under Operating Rules, (ii) damage or other condition caused by loading or unloading of any commodity other than of the kind or in the manner permitted herein, or (iii) Operating Rules which have not been adopted or promulgated as of the date hereof.

10. Substitution of Cars. OKC may, at any time and from time to time, replace any Withdrawn Cars or Casualty Cars (as

defined in Paragraph 16 hereof) with Cars ("Replacement Cars") of substantially similar specifications, and such Replacement Cars shall be deemed to be subject to all terms and conditions of this Sublease as if the same had been originally delivered to Sublessee at the time and in the place of Cars for which they are substituted. The parties shall execute amendments to this Sublease and such other or further documents as may be required by either party hereto to evidence the withdrawal from and termination of this Sublease with respect to withdrawn or Casualty Cars, or to include any Replacement Cars within the terms and provisions of this Sublease and any other document under which OKC has assigned its rights hereunder, as permitted in Paragraph 19 hereof.

11. Abatement of Rent. Rental payments on any Car out of service for Repair Work shall abate from the fifth (5th) day after such Car has been placed in any railroad or car shop for service until such Car or a Replacement Car is delivered to Sublessee, to a railroad for the account of Sublessee, or is otherwise ready for or is returned to service by Sublessee, provided, however, that rental shall not abate on any Car out of service by reason of Repair Work for which Sublessee is responsible under Paragraph 9(b) hereof. In the event rental is abated, then if OKC so elects and notwithstanding anything contained in Paragraph 5 to the contrary, the original term of this Sublease, as determined in Paragraph 5, shall be extended for a period of time (but no less than one (1) day) determined by dividing the number of Car days with respect to which rental was so abated by the number of Cars subject to this Sublease on what would otherwise have been the last day of the original term hereof.

12. Taxes. OKC shall be liable for and shall pay all federal or state property taxes assessed or levied against the Cars. Sublessee shall be liable for and shall pay (i) all federal, state, or local sales or use taxes imposed upon the Cars or this Sublease, (ii) all taxes, duties, or imposts assessed or levied

on the Cars or this Sublease by a foreign country, and (iii) all taxes or other governmental charges assessed or levied upon its interest as sublessee of Cars. Sublessee shall reimburse OKC for payment of any taxes levied or assessed upon OKC for which Sublessee is liable hereunder.

13. Liens. Sublessee shall keep the Cars free from any and all encumbrances or liens, in favor of anyone claiming by, through, or under Sublessee which may be a cloud upon or otherwise affect OKC's title, including, but not limited to liens or encumbrances which arise out of any suit involving Sublessee, or any act, omission, or failure of Sublessee or Sublessee's failure to comply with the provisions of this Sublease, and Sublessee shall promptly discharge any such lien, encumbrance, or legal process.

14. Indemnities - Patent Covenants. Sublessee agrees to indemnify OKC and hold it harmless from any loss, expense, or liability which OKC may suffer or incur from any charge, claim, proceeding, suit, or other event which in any manner or from any cause arises in connection with the use, possession, or operation of a Car while subject to this Sublease, excepting only any such loss, expense, or liability which arises while a Car is in OKC's shop or possession. OKC agrees to indemnify Sublessee and save it harmless against any charge, loss, claim, suit, expense, or liability arising out of or on account of the use or incorporation by OKC upon delivery of a Car or upon the making of repairs thereto by OKC, of any invention or the infringement of any patents, except if such invention was used or incorporated by reason of Sublessee's specifications. The term OKC shall mean and include any subsidiary, parent, or affiliated corporation for all purposes of this Paragraph 14, provided, however, that Sublessee's indemnity shall not include or eliminate any liability expressly assumed by OKC under its manufacturer's Warranty. The indemnities and assumptions of liability herein contained shall survive the termination of this Sublease. Each

party shall, upon learning of same, give the other prompt notice of any claim or liability hereby indemnified against.

15. Use - Lettering. Except for renewal and maintenance of lettering which exists when a Car is delivered to Sublessee and for additional lettering indicating the rights of any assignee of OKC or that the Car is subleased to Sublessee, or to a sublessee in accordance with demurrage tariffs, no lettering or marking shall be placed upon any of the Cars by Sublessee except upon the written direction or consent of OKC.

16. Loss, Theft, or Destruction of Cars. In the event any Car ("Casualty Car") is lost, stolen, destroyed, or damaged beyond economic repair, Sublessee shall, by notice, promptly and fully advise OKC of such occurrence. Except where such occurrence takes place under circumstances which entitle OKC to payment for such Casualty Car from a handling railroad or other party under and pursuant to Operating Rules, Sublessee shall, upon demand of OKC, promptly make payment to OKC in the same amount as would be payable to OKC under such Operating Rules if a handling railroad was liable for payment therefor. If such payment by Sublessee is not made within forty-five (45) days after the same is due, such payment shall thereafter bear interest at the rate of ten percent (10%) per annum until paid. Sublessee shall cooperate with OKC and take any and all action required to assist and enable OKC to receive payment for a Casualty Car directly from any handling line or other party bound to make payment under the Operating Rules. This Sublease shall terminate with respect to a Casualty Car on the date OKC shall receive notice of a casualty occurrence with respect thereto, and thereafter, Sublessee shall have no further liability to OKC hereunder with respect thereto excepting liabilities arising or existing under Paragraphs 6(c), 12, 13 and 14 hereof and the liability, if any, of Sublessee to make payments pursuant to this Paragraph. Notwithstanding the termination of this Sublease with respect to a Casualty Car, OKC may, as provided in Paragraph 10

hereof, elect to substitute a Replacement Car for a Casualty Car (such election to be made within forty-five (45) days after OKC's receipt of notice of a casualty occurrence), in which event, all of the terms and provisions of this Lease shall be applicable to such Replacement Car as to other Cars subject to this Sublease.

17. Return of Cars. Upon the expiration or upon the termination of this Sublease with respect to any Car (other than pursuant to Paragraph 16 hereof), Sublessee shall at its sole cost and expense, forthwith surrender possession of such Car to OKC by delivering same to OKC at Oklahoma Cement Company, Pryor, Oklahoma. Each Car so surrendered shall be in the same or as good condition, order, and repair as when delivered to Sublessee, wear and tear from ordinary use and the passage of time excepted, and shall be in need of no repairs of the nature referred to in Paragraph 9(b). Until the delivery of possession to OKC pursuant to this Paragraph 17, Sublessee shall continue to be liable for and to pay rental at the rate being paid immediately prior to termination or expiration, and Sublessee shall, in addition, make all other payments and keep all obligations and undertakings required of Sublessee under any and all provisions of this Sublease as though such termination or expiration had not occurred.

18. Default. If Sublessee shall fail to make any payment required hereunder within twenty (20) days after same shall have become due or shall default or fail for a period of twenty (20) days in the due observance or performance of any covenant, condition, or agreement required to be observed or performed on its part hereunder, or a proceeding shall have been commenced by or against Sublessee under any bankruptcy laws, Federal or State, or other laws for the appointment of a receiver, assignee or trustee of Sublessee or its property, or Sublessee shall make a general assignment for the benefit of creditors, then and in any of said

events OKC may at its election terminate this Sublease by written notice to such effect, and retake the Cars and thereafter recover any and all damages sustained by reason of Sublessee's default in addition to all rental unpaid as of said date or may without terminating the Sublease repossess the Cars and relet same and if, after paying all expenses of retaking and reletting the Cars, the amount so realized will not satisfy the rentals reserved in this Sublease, Sublessee agrees that it will pay any such deficiency from time to time upon demand from OKC. The obligation to pay such deficiency or any sum or sums due and unpaid or any damages suffered by reason of Sublessee's default hereunder shall survive the termination of the Sublease and the retaking of the Cars.

19. Sublease and Assignment. The right to assign this Sublease by either party and Sublessee's right to sublease shall exist only as follows:

(a) Sublessee shall have no right to assign or sublease or loan any of the Cars without the written consent of OKC, provided, however, that Sublessee shall have the right to sublease any of the cars for single trips within the continental limits of the United States to its customers or suppliers where the sole purpose of such sublease is to obtain exemption from demurrage on the subleased Cars. Any such sublease shall be upon terms which are in compliance with the provisions of all applicable Operating Rules, tariffs, regulations and laws, and all terms and conditions of this Sublease;

(b) All rights of OKC hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of either in whole or in part with or without notice to Sublessee. This Sublease and Sublessee's rights hereunder are and shall be subject and subordinate to any chattel mortgage, security agreement, or equipment trust, or other security instrument covering the Cars

heretofore and hereafter created by OKC. If OKC shall have given written notice to Sublessee stating the identity and post office address of any assignee entitled to receive future rentals and any other sums payable by Sublessee hereunder, Sublessee shall thereafter make such payments to the designated assignee.

The making of an assignment or sublease by Sublessee or any assignment by OKC shall not serve to relieve such party of any liability or undertaking hereunder nor to impose any liability or undertaking hereunder upon any such assignee or sublessee except as otherwise provided herein or unless expressly assumed in writing by such sublessee or assignee.

20. Opinion of Counsel. Upon the request of OKC or its assignee at any time or times, Sublessee will deliver to OKC a favorable opinion of counsel for Sublessee, addressed to OKC or its assignee in form and substance satisfactory to counsel for OKC or its assignee in form and substance satisfactory to counsel for OKC, or its assignee, which opinion shall be to the effect that:

(a) Sublessee is a corporation duly organized and validly existing in good standing under the laws of the state of its incorporation, and has corporate power to and has taken all corporate action necessary to validly enter into this Sublease and carry out its obligations thereunder;

(b) This Sublease has been duly executed on behalf of Sublessee and constitutes the legal, valid, and binding obligation of Sublessee, enforceable in accordance with its terms;

(c) The Cars which are then subject to the Sublease are held by Sublessee under and subject to the provisions of this Sublease prior to any lien, charge, or encumbrance in favor of anyone claiming by, through, or under Sublessee, and all of the Cars were, upon delivery to Sublessee, in condition

satisfactory to Sublessee and were accepted by Sublessee in accordance with the terms of this Sublease;

(d) Neither Sublessee nor its counsel know of any requirement for recording, filing, or depositing of this Sublease, other than with the Interstate Commerce Commission in accordance with Section 20(c) of the Interstate Commerce Act, which is necessary to preserve or protect the title of OKC or its assignee in the United States of America; and

(e) No governmental, administrative, or judicial authorization, permission, consent, or approval is necessary on the part of Sublessee in connection with this Sublease or any action contemplated on its part thereunder.

21. Notice. Any notice required or permitted to be given pursuant to the terms of this Sublease shall be properly given when made in writing, forwarded registered United States Mail, return receipt requested, postage prepaid, addressed to:

OKC at: P. O. Box 34190  
Dallas, Texas 75234

Sublessee, The P. O. Box 677 ✓  
Dolese Company at: Oklahoma City, Oklahoma 73101

22. Warranty - Representations. OKC MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING SPECIFICALLY BUT NOT EXCLUSIVELY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE EXTENDING BEYOND THE DESCRIPTION IN EXHIBIT "A", OR THE DESIGN, WORKMANSHIP, CONDITION, OR QUALITY OF THE CARS OR PARTS THEREOF WHICH CARS HAVE BEEN ACCEPTED BY SUBLESSEE HEREUNDER: AND OKC SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES OF ANY KIND, INCLUDING SPECIFICALLY BUT EXCLUSIVELY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF ANY MATTER WHICH MIGHT OTHERWISE CONSTITUTE A BREACH OF WARRANTY OR REPRESENTATION. OKC agrees to assign to Sublessee such rights as it may have under warranties, if any, which it may have received from the manufacturer

of any Cars or parts therefor and shall at Sublessee's expense cooperate with Sublessee and take such action as may be reasonably requested to enable Sublessee to enforce such rights. Sublessee represents that all of the matters set forth in Paragraph 20(a) through and including (e) shall be and are true and correct at all times that any Car becomes subject to this Sublease.

23. Governing Law - Writing. The terms of this Sublease and all rights and obligations hereunder shall be governed by the laws of the State of Texas. The terms of this Sublease and the rights and obligations of the parties hereto may not be changed or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such charge or termination is sought.

24. Counterparts. This Sublease may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be evidenced by such signed counterpart.

25. Severability - Waiver. If any term or provision of this Sublease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law. Failure of OKC to exercise any rights hereunder shall not constitute a waiver of any such right upon the continuation or recurrence of the situation or contingency giving rise to such right.

26. Terminology. In construing any language contained in this Sublease, no reference shall be made and no significance given to paragraph titles, such titles being used only for


convenience of reference. Where the context so permits, the singular shall include the plural and vice versa.

27. Benefit. Except as otherwise provided herein, the covenants, conditions, and agreements contained in this Sublease shall bind and inure to the benefit of the parties and their successors and assigns (to the extent permitted in Paragraph 19 hereof). Without limiting the generality of the foregoing, the indemnities of Sublessee contained in Paragraph 14 hereof shall apply to and inure to the benefit of any assignee of OKC, and, if such assignee is a trustee or secured party under an indenture under which evidence of indebtedness has been issued in connection with the financing of the Cars, then also to the benefit of any holder of such evidence of indebtedness.

IN WITNESS WHEREOF, OKC and Sublessee have duly executed this Sublease as of the day and year first above written.

OKC CORP.

ATTEST:

  
\_\_\_\_\_  
*Robert Miller*

By:

*James J. Karmathal*

Title:

*Vice Pres.*

THE DOLESE COMPANY

ATTEST:

*John S. Grady*  
\_\_\_\_\_  
*ASST. Secretary*

By:

*John J. McMahon*

Title:

*Vice-President*

STATE OF TEXAS       )  
                              )    ss.  
COUNTY OF DALLAS    )

On this the 3rd day of October, 1978, before me personally appeared Joe Y. Rosenthal, to me well known, who being by me duly sworn says he is Vice President of OKC CORP., and Robert Miller, to me well known to be the Assistant Secretary of said corporation, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Meta J. Seale  
Notary Public in and for  
Dallas County, T E X A S

**META J. SEALE**, Notary Public  
Commission Expires 7-13-80

STATE OF OKLAHOMA )  
                              )    ss.  
COUNTY OF OKLAHOMA)

On the 28 day of September, 1978, before me personally appeared John M. McDermott to me well known, who being by me duly sworn says he is Vice President of THE DOLESE COMPANY and John A. Casey, Jr. to me well known to be the Asst Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marie E. Baker  
Notary Public in and for  
Oklahoma County, OKLAHOMA

My Comm Expires  
23 Feb 1979

# UNITED STATES RAILWAY EQUIPMENT CO.

A SUBSIDIARY OF  EVANS PRODUCTS COMPANY

EXECUTIVE OFFICES

2200 E. DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

EXHIBIT "A"

October 10, 1974

Mr. Mark A. Womble  
OKC Corporation  
P. O. Box 10426  
1949 N. Stemmons Freeway  
Dallas, Texas 75207

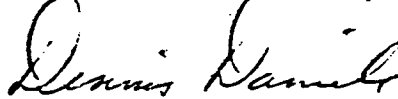
Dear Mark:

Thank you very much for your letter of October 4. Per paragraph 19a of our Lease Agreement, dated October 23, 1973, please accept this letter as our written permission to sublease the Covered Hopper Cars which OKC Corporation is presently leasing from United States Railway.

This permission is granted per the conditions set forth in your letter of October 4.

Very truly yours,

UNITED STATES RAILWAY EQUIPMENT CO.



Dennis Daniels, Sales Representative

jb

EXHIBIT "B"

Sublease dated 20 July 1978, 1978, by and  
between OKC Corp. ("OKC") and The Dolese Company ("Sublessee")

TYPE AND DESCRIPTION OF CAR:

2929 cu. ft. capacity  
100-ton Covered Hopper

NUMBER OF CARS: five (5)

\*REPORTING NUMBERS AND MARKS:

USEX - 5052, 5039, 5082, 5076, 5043

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\*When OKC's reporting marks are specified, this Sublease is subject to the granting of all necessary consents to such use by carrier, AAR, or any other approval now or hereafter required by tariff, AAR rules or applicable laws and regulations.